P8

C.F. 71.

1937.

Department of Revenue

OFFICE Board of Revenue.

STATION Madras

B P Ms **No.** 2890

Dated 10-9-37.

B. 4078/37.

N.F.D

Pages in the file

(SUBJECT)

Lease - Land (South Kanara) Mangalore South Reclamation Scheme. — Draft lease deed - Approved - G.O. — Recorded

Mis 98
9.1.37

Sectt. II-15 (b)—5,006—14-10-36.

B4078

BOARD OF REVENUE
27 AUG 1937
MADRAS

SECY.
27 AUG 1937

Received 193 . *Registered* 193

Abstract.

Ports - Mangalore - South Reclamation Scheme - Lease of land - Draft lease deed approved.

PUBLIC WORKS DEPARTMENT.

G.O. No. Ms. 1742 dated 25th August 193.7

ENCLOSURES. (W)
No. PP1-5
Rd

READ the following papers:—

G.O.2940 P.W.D. dated 22-12-36
From the Presidency Port Officer, No.909/G1-3 dated 29th May 1937
Memo. to the Presidency Port Officer, No.1517-Mar-1 14th June 1937.
From the Presidency Port Officer, No.909/G1-10, dated 9th August 1937.

ORDER:-

The draft lease deed submitted with the Presidency Port Officer's letter dated 9th August 1937, is approved as shown in the annexure to these proceedings.

(BY ORDER OF HIS EXCELLENCY THE GOVERNOR).

W. Scott Brown,
Secretary to Government.

To the Presidency Port Officer.
To the Board of Revenue. ✓
To the Collector of South Kanara.
To the Accountant General, Madras.
To the Examiner of Local Fund Accounts.

(TRUE COPY)
Forwarded,
(By Order).

Superintendent.

V.P.

THIS INDENTURE made the day of One thousand nine hundred and thirty Between His Excellency THE GOVERNOR OF MADRAS (hereinafter referred to as "the lessor" which expression where the context admits shall include his successors in office and assigns) of the one part

A n d son of residing at

(hereinafter referred to as "the lessee" which expression where the context admits shall include his heirs executors administrators and legal representatives) of the other part WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the lessee hereinafter contained the lessor doth hereby demise unto the lessee all that piece or parcel of land situate within the limits of the Port of Mangalore in the Province of Madras and being more particularly described in the schedule hereunder written and delineated in the plan or sketch hereunto annexed for the purpose of constructing

TO HAVE AND TO HOLD the said piece of parcel of land for a period of twentyfive years commencing from the day of subject to determination as is hereinafter provided yielding and paying therefor yearly in advance into the Government Treasury at Mangalore during the said period on or before the day of in each year the rent of Rs. calculated at Rs.6/- (Rupees six) per annum or part thereof per 100 sq. ft. or part thereof the first of such payments having been made on the day of

2. The lessee covenants with the lessor as follows:-

(1) TO PAY the rent at the time and in the manner aforesaid;

(2) TO PAY all existing and future taxes rates assessments and outgoings of every description for the time being payable either by lessor or by lessee in respect of or charged upon the demised premises;

(3) NOT TO USE the demised premises except for the purpose of erecting
(conforming to correct designs drawn to scale and approved by the Presidency Port Officer) and using the same as such
accordingly;

(4) TO KEEP the demised premises and any buildings or erections that may be erected thereon in a clean and sanitary condition and in a good state of repair;

(5) TO PERMIT the lessor and/or his agents and servants with or without workmen or others at all reasonable times to enter upon the demised premises and the buildings and erections thereon to view the condition thereof and upon notice in that behalf given by the lessor or his agents to put the demised premises in a good state of repair and/or sanitary condition in accordance with such notice;

(6) NOT TO ASSIGN or underlet or part with the possession of the demised premises or any part thereof;

(7) TO YIELD UP the demised premises on the determination of this tenancy by efflux of time or prior thereto in accordance with the provisions herein contained with all the buildings and/or erections thereon in a good state of repair and sanitary condition in accordance with the covenants herein contained.

3. The lessor hereby covenants with the lessee that except as hereinafter provided the lessee paying the rent hereby reserved and observing & and performing the several covenants herein contained and on the lessee's part to be performed and observed may during the term hereby created peaceably and quietly hold and enjoy the demised premises without any -- interruption by the lessor or any person rightfully claiming under or in trust for the lessor.

4. PROVIDED ALWAYS and it is hereby expressly agreed and declared by and between the parties hereto as follows:-

(a) That in case the rent hereby reserved or any part hereof shall be in arrear or unpaid for the space of one --

calendar month next after becoming payable (whether the same shall have been formally demanded or not) or if the lessee shall fail or neglect to observe or perform any of the covenants and agreements contained in these presents and on the part of the lessee to be observed and performed it shall be lawful for the lessor or any officer of the lessor authorised by the Provincial Government and although advantage may not have been taken of some previous default of the like nature to give six canlendar months previous notice in writing of the intention to terminate the lease and on the expiry of the period fixed in such notice the present demise and every clause or thing herein contained shall become null and void and thereafter it shall be lawful for the lessor or for any officer of the lessor duly authorised thereunto to re-enter into and upon the said premises or any part thereof in the name of the whole. In the event of the determination of the lease in accordance with this provision the lessee shall not be entitled to any compensation in respect thereof.

(b) That if and whenever the Provincial Government shall require the demised premises for a public purpose (the decision of the Presidency Port Officer Madras as to the same being final) it shall be lawful for the lessor or for any officer of the lessor authorised by the Provincial Government in this behalf to give six calendar months previous notice in writing of the intention to terminate the lease and on the expiry of the period fixed in such notice the present demise and every clause or thing herein contained shall become null and avoid. The lessee shall be entitled to compensation only for the masonry structures put up on the demised premises by the lessee in accordance with the covenants herein contained. The decision of the Presidency Port Officer Madras as to the amount of compensation payable to the lessee shall be final and binding on the lessee and shall not be open to question or objection.

(c) That if the lessee shall be desirous of taking a --

renewed lease of the premises hereby demised for a further term of twentyfive years from the expiration of the said term hereby granted and shall prior to the expiration of such last mentioned term give to the Presidency Port Officer Madras six calendar months previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the lessor will upon the request and at the expense of the lessee grant to the lessee a renewed lease of the said premises for the further term of twentyfive years at such rent as may then be fixed but otherwise upon the like terms and under and subject to the like covenants and agreements as are contained in these presents other than this present covenant for renewal and the provision for compensation for masonry structures contained in sub-clause (b) of clause 4 above.

IN WITNESS whereof

The Collector of South Kanara acting for and on behalf of and under the order and direction of His Excellency the Governor of Madras and the lessee have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

Signed sealed and delivered by the abovenamed in the presence of:

Signed sealed and delivered by the abovenamed in the presence of:

Lease - Land - (South Kanara)
Mangalore - South Reclamation
Scheme - Draft lease deed -
Approved - G.O. - Recorded

AS(PR)

pp 1-5 (W)
pl 4

Read again BP. Mis 98 D/ 9.1.37
G.O. 1742 - P.W. Mis D/ 25.8.37
Res. Mis 2890 dated 10-9-37
Recorded

N.F.D.

SR
9.9.

SM
9.9.37.

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O.N.

A copy of the G.O. has been communicated to the Coll. of S. Kanara already.

SR
9.9.